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Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2016-00050779

BK 16296 PG 985-991

COPY

Type of Document: Environmental Covenant

Return Document To:

Tamara A. Gates, Bemis Company, Inc., 1 Neenah Center, 2nd Floor, Neenah, WI 54956 920/527-5488

Preparer Information:

Becky Weber, U.S. Environmental Protection Agency, Region 7, 11201 Renner Blvd., Lenexa, Kansas 66219

Taxpayer Information:

Bemis Company, Inc.

Grantor:

Bemis Company, Inc.

1 Neenah Center, 2nd Floor, Neenah, WI 54956

Agency:

U.S. Environmental Protection Agency

Region 7, 11201 Renner Blvd., Lenexa, Kansas 66219

Legal Description:

See Exhibit "A"

Book and Page Reference Numbers: Book 10448 Page 648

ENVIRONMENTAL COVENANT

This Environmental Covenant (Covenant) is entered into by and between BEMIS COMPANY, INC. as "Grantor" and "Holder," and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) as "Agency," pursuant to Iowa's Uniform Environmental Covenants Act (Act), Iowa Code sections 455I.1 – 455I.12. Grantor and Holder enter into this Covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions specified herein.

1. **Affected Property.** Grantor is the fee title owner of the property located at 1500 East Aurora Avenue Des Moines, Iowa. The property is legally described on Exhibit A, with figure, as the "Property."

2. **Risk Management and Institutional Controls.** Grantor has performed a soil and groundwater investigation and risk assessment in accordance with Section 3008(h) of the Resource Conservation and Recovery Act (RCRA). The site assessment identified contaminated conditions on the Property which may present an unreasonable risk to public health and the environment if certain activities occur on the Property. As such, EPA has determined that an environment covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at the Property and establishing certain obligations. Documents related to this project are available at EPA Region 7's Office located at 11201 Renner Blvd., Lenexa Kansas.

3. **Reopening.** The signatories acknowledge that in the event that the activity and use limitations provided below fail to serve their intended purpose—including the prevention of exposure to contamination—EPA could reopen its review and regulatory oversight of the contaminant condition on the Property as provided under this Covenant.

4. **Identity of Grantor and Holder.**

GRANTOR: Bemis Company, Inc.

HOLDER: Bemis Company, Inc.

AGENCY: U.S. Environmental Protection Agency

5. **Representations and Warranties.** Grantor warrants to EPA the following:

- a. Grantor is the sole fee title owner of the Property;
- b. Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Covenant free of any conflicting legal and equitable claims.

6. **Running with the Land.** This Covenant is perpetual and runs with the Property as provided in IC § 455I.9 until modified or terminated. The terms of this Covenant are binding on Grantor and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien, or interest in the Property and its successors, assigns, grantees, administrators, and devisees. The term "transferee," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders, and/or lessees.

7. Activity and Use Limitations and Terms. The Property is subject to the following activity and use limitations:

- a. The Property shall only be used for industrial or commercial purposes, and the Property specifically shall not be used for residential, childcare, school, playground, athletic field, park, dormitory or nursing home facilities.
- b. Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes approved by EPA.
- c. Groundwater from the shallow unconsolidated soils/units overlying bedrock on the Property shall not be consumed or otherwise used for any purpose, except as approved by EPA.

8. Notice of Non-Compliance. Any owner of the Property or subsequent transferee of an interest in the Property shall notify EPA as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph seven (7) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

9. Notice to Lessees. Grantor, any holder with a property interest sufficient to grant a lease of the Property, and any subsequent transferee shall incorporate the activity and use limitations of this Covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the Property.

10. Access to Property. Reasonable access to the Property is granted to EPA and the Iowa Department of Natural Resources (IDNR) or any authorized representative of EPA or IDNR, for the purpose of implementation, monitoring, or enforcement of this Covenant. EPA or IDNR, its authorized representatives, or other persons entitled to access shall provide the then current owner of the Property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access.

11. Groundwater Hazard Statement Notice. IC § 558.69 requires submission of a groundwater hazard statement and disclosure if "hazardous waste" exists on property as defined in IC § 455B.411(3) or if IDNR determines that solid waste exists on property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with IDNR rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this Covenant in substantially the following form—filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN
ENVIRONMENTAL COVENANT, DATED *(date)*, RECORDED IN
THE DEED OR OFFICIAL RECORDS OF THE *(county name)*
COUNTY RECORDER ON *(date)* IN *(document, book and page, or
parcel number)*.

THE ENVIRONMENTAL COVENANT CONTAINS THE
FOLLOWING ACTIVITY AND USE LIMITATIONS: *[INSERT the
activity and use restrictions from section seven (7) here.]*

12. Modification and Termination. Modification or termination of this Covenant shall comply with IC chapter 455I and applicable administrative rules. This Covenant may be modified or terminated by written consent from EPA, the then current fee simple title owner, and all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this Covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this Covenant.

13. Enforcement. This Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11. IDNR (and any successor agencies) is expressly granted the power to enforce this Covenant.

14. Severability. If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Governing Law. This Covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

16. Recordation. Within thirty (30) days after Grantor's receipt of the fully executed copy of this Covenant, Grantor shall record this Covenant with the Polk County, Iowa Recorder's Office.

17. Effective Date. The effective date of this Covenant shall be the date upon which the fully executed Covenant has been properly recorded with the Polk County, Iowa Recorder's Office.

18. Notices. Unless otherwise notified in writing by EPA, any document or communication required by this environmental covenant shall be submitted to:

If to Grantor/Holder:

Steven J. Price, Associate General Counsel
Bemis Company, Inc.
One Neenah Center
Neenah, WI 54956

If to EPA:

Director
Air and Waste Management Division
U.S. Environmental Protection Agency, Region 7
11201 Renner Blvd.
Lenexa, KS 66219

If to IDNR:

Iowa Department of Natural Resources
Contaminated Sites Section Supervisor
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

19. Notice of Change in Ownership. Grantor and any holder with sufficient interest to convey a possessory interest in the Property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this Covenant into any subsequent instrument which conveys a possessory interest in the Property.

ACKNOWLEDGMENTS

GRANTOR/HOLDER

Bemis Company, Inc.

By: Sheri H. Edison

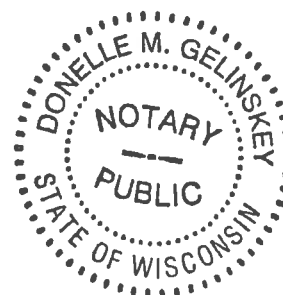
Printed Name: Sheri H. Edison
General Counsel & Secretary
Bemis Company, Inc.
One Neenah Center
Neenah, WI 54956

Date: 9/15/16

STATE OF WISCONSIN)
COUNTY OF Winnebago)

On this 15 day of September, 2016, before me a Notary Public in and for said state, personally appeared Sheri H. Edison, General Counsel of Bemis Company, Inc., a Missouri corporation, known to me to be the person who executed the within Covenant on behalf of said entity and acknowledged to me that he/she executed the same for the purposes therein stated.

Donelle M. Gelinsky
Notary Public



AGENCY:

10-24-16
Date



Becky Weber
Becky Weber
Director
Air and Waste Management Division
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

STATE OF KANSAS)

COUNTY OF JOHNSON)

On this 24th day of October, 2016, before me a Notary Public in and for said state, personally appeared Becky Weber, the Director of the Air and Waste Management of the U.S. Environmental Protection Agency, Region 7, known to me to be the person who executed the within Covenant on behalf of said agency and acknowledged to me that she executed the same for the purposes therein stated.

Milady R. Peters
Notary Public

EXHIBIT "A"

Doc ID: 014718810001 Type: PLT
 Recorded: 03/26/2004 at 02:32:04 PM
 Fee Amt: \$18.00 Page 1 of 1
 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 File# 2004-00100324
BK 10448 Pg 648

RETURN TO:
 PREPARED BY: MARK L. LEE - 3031 NW 86th STREET, URBANDALE, IOWA 50003

